

A.G. CONTRACT NO. KR-88-1729-TRD

ECS FILE: IGA-87-06

PROJECT: F-028-1-313PE, -513C

SECTION: Power Road - U.S. 60 Phase II

INTERGOVERNMENTAL AGREEMENT *
BETWEEN
THE STATE OF ARIZONA,
AND
THE CITY OF APACHE JUNCTION

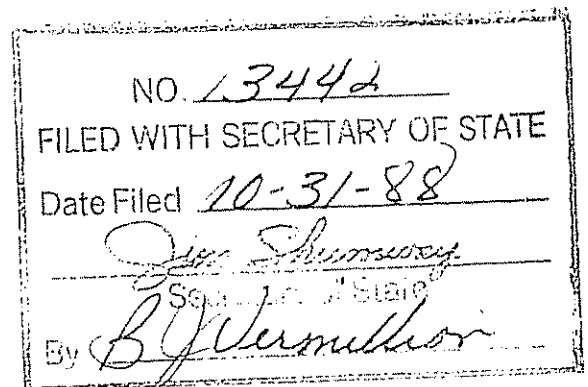
THIS AGREEMENT entered into this 20th day of October, 1988, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION, hereinafter called "State" and the CITY OF APACHE JUNCTION, acting by and through its CITY COUNCIL, hereinafter called "City".

WHEREAS, State is empowered by Sections 11-952 and 28-108 Arizona Revised Statutes to enter into this agreement and has, by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement, and the Director of the Arizona Department of Transportation has delegated to the undersigned the authority to execute same on behalf of State; and

WHEREAS, City is empowered by Section 48-572 Arizona Revised Statutes to enter into this agreement and acting by and through its City Council has, by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute same on behalf of City; and

WHEREAS, State desires to construct the Superstition Freeway (S.R. 360) from Power Road to its junction with U.S. 60, including channel improvements to Weekes Wash from S.R. 360 south to Baseline Road with a dip section crossing Baseline Road; and

* This agreement supersedes former Intergovernmental Agreement dated May 19, 1988, and noted as A.G. Contract No. KR 87-2468-TRD, Secretary of State No. 12913.



WHEREAS, City desires a bridge crossing Weekes Wash and associated approaches at Baseline Road to provide adequate access to City maintenance facilities and desires the construction of two sanitary sewer crossings on S.R. 360; and

WHEREAS, State agrees to construct said bridge crossing Weekes Wash and associated approaches at Baseline Road in lieu of the proposed dip section and agrees to construct said sanitary sewer crossings; and

WHEREAS, the difference in construction cost for the bridge crossing with associated approaches and the dip section is estimated to be TWO HUNDRED FORTY-SEVEN THOUSAND DOLLARS (\$247,000) as detailed on Exhibit A attached hereto and made a part hereof and City agrees to bear the total cost for said difference in construction costs, including right-of-way acquisition costs and all costs related to construction change orders, delays, or valid claims for extra compensation made by the contractor for construction of said bridge; and

WHEREAS, the cost for constructing said sanitary sewer crossings is estimated to be ONE HUNDRED TWENTY-SIX THOUSAND TWO HUNDRED EIGHTY DOLLARS (\$125,280) as detailed on Exhibit B attached here to and made a part hereof and City agrees to bear the total construction costs for said sanitary sewer improvements including right-of-way acquisition costs and all costs related to construction change orders, delays, or valid claims for extra compensation made by the contractor for construction of said sanitary sewer improvements.

THEREFORE, the parties hereto agree as follows:

STATE SHALL:

1. Prepare plans for the construction of roadway improvements for S.R. 360 from Power Road to its junction with U.S. 60, including channelization improvements for Weekes Wash from S.R. 360 to Baseline Road, a bridge crossing over Weekes Wash at Baseline Road, and associated bridge approaches from the existing Baseline Road for approximately 800 feet each side of the bridge.
2. Include in the project improvements plans provided by City for construction of sanitary sewer crossings for S.R. 360.
3. Provide plans for the bridge crossing over Weekes Wash at Baseline Road and associated approaches to City for review and approval.
4. Acquire all rights-of-way for construction of said roadway improvements including right-of-way for the bridge crossing over Weekes Wash and associated approaches at Baseline Road. Right-of-way for bridge crossing over Weekes Wash and associated approaches shall be acquired in the name of City.

5. Upon completion of acquisition of right-of-way for the bridge crossing over Weekes Wash and associated approaches at Baseline Road, submit to City a bill for said acquisition costs.

6. Contract for construction of said roadway, bridge and sanitary sewer improvements, make all payments to the contractor, and approve and accept the new facilities.

7. Upon completion of construction of said bridge and approach improvements, submit to City a detailed breakdown of actual design engineering and construction costs and a bill for said costs, less the estimated cost for construction of a dip section, less City's deposit of ten percent of the estimated construction costs.

8. Upon completion of construction of said sanitary sewer improvements, submit to City a detailed breakdown of actual construction costs and a bill for said costs less City's deposit of ten percent of the estimated construction costs.

CITY SHALL:

1. Acquire at City's expense all rights-of-way or easements necessary for construction of sanitary sewer improvements.

2. Prepare plans for construction of sanitary sewer crossings for S.R. 360.

3. Provide said plans to State for inclusion with roadway and bridge plans for S.R. 360 from Power Road to its junction with U.S. 60.

4. Review and approve plans prepared by State for bridge crossing Weekes Wash at Baseline Road and associated approaches.

5. Remit payment in full to State within twenty days of receipt of bill from State for acquisition costs for right-of-way for construction of bridge crossing Weekes Wash and associated approaches at Baseline Road, as shown on Exhibit C attached hereto and made a part hereof.

6. Deposit with State cash in the amount of TWENTY-FOUR THOUSAND SEVEN HUNDRED DOLLARS (\$24,700) prior to award of a construction contract for improvements to S.R. 360 from Power Road to its junction with U.S. 60 by the Transportation Board; said amount representing ten percent of the estimated design engineering and construction costs for the Weekes Wash bridge and approach improvements less the estimated cost for construction of a dip section.

7. Deposit with State cash in the amount of TWELVE THOUSAND SIX HUNDRED TWENTY-FIVE DOLLARS (\$12,625) prior to award of a construction

contract for improvements to S.R. 360 from Power Road to its junction with U.S. 60 by the Transportation Board; said amount representing ten percent of the estimated construction costs for construction of sanitary sewer crossings.

8. Provide construction engineering and inspection services for construction of bridge crossing over Weekes Wash and associated approaches at Baseline Road and for construction of sewer improvements.

9. Within 30 days of receipt of bill from State for costs for design engineering and construction of the Weekes Wash bridge, remit to State payment in full for the amount billed.

10. Within 30 days of receipt of bill from State for costs for construction of sanitary sewer crossings, remit to State payment in full for the amount billed.

11. In addition to all costs as heretofore mentioned, pay all reasonable costs associated with construction change orders, delays, or valid claims for extra compensation made by the contractor for construction of the Weekes Wash bridge and associated approaches and for construction of sanitary sewer crossings.

12. Upon completion of construction, retain maintenance responsibilities for the new Weekes Wash channel within the incorporated limits of the City of Apache Junction from the South right-of-way boundary for S.R. 360 one-half mile south to the completion of channel improvements just South of Baseline Road.

13. Upon completion of construction, accept maintenance responsibilities for sanitary sewer crossings constructed with the S.R. 360 roadway improvements.

THIS AGREEMENT shall remain in full force and effect until completion of said construction project as aforesaid; provided, however, that this agreement may be canceled at any time prior to the commencement of construction upon 30 days written notice to the other party; provided, however, agreements herein relating to maintenance shall be in perpetuity.

THIS AGREEMENT shall become effective on the date of filing same with the Secretary of State.

Both parties hereto acknowledge that this agreement is subject to cancellation by the Governor pursuant to the provisions of Section 38-511 Arizona Revised Statutes.

Both parties further recognize that the provisions of Section 32-214 Arizona Revised Statutes are applicable to this contract.

In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Section 12-1518 (B) and (C) of Arizona Revised Statutes as amended.

Attached hereto and incorporated herein by reference is a copy of State's Resolution authorizing entry into this agreement, a copy of City's Resolution passed by its City Council, a copy of the written determination of the appropriate attorney that City is authorized under the laws of this State to enter into this agreement, and a copy of the Attorney General's Intergovernmental Agreement Determination.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF APACHE JUNCTION

STATE OF ARIZONA
DEPARTMENT OF TRANSPORTATION

BY: B. M.

BY: F. A. Bryant, II.

TITLE: City Manager

State Engineer

ATTEST:

Kathleen Corneally
City Clerk

EXHIBIT A

TO

INTERGOVERNMENTAL AGREEMENT
 BETWEEN
 THE STATE OF ARIZONA,
 AND
 THE CITY OF APACHE JUNCTION

Estimated Construction Costs for Weekes Wash Bridge and Approaches

Item No.	Description	Unit	Approx. Quantity	Price	Total
=====					
A.	Concrete Lined Dip Section				
1	Excavation	Cu.Yd.	3,180	\$2.00	\$ 6,360
2	Concrete Paving	Sq.Yd.	920	\$30.00	27,600
3	Slope Paving	Sq.Yd.	410	\$18.00	<u>7,380</u>
	Subtotal				\$ 41,340
B.	Two-lane Bridge (with allowance for future 2 lanes)				
1	Roadway Excavation	Cu.Yd.	7,350	\$1.25	\$ 9,200
2	Aggregate Base, Class 2	Cu.Yd.	2,670	\$8.00	21,360
3	Asphalt Concrete Pavement	L.S.	1	\$93,200	93,200
4	Sign and Stripe	L.S.	1	\$2,810	2,810
5	Fence	L.F.	1,390	\$6.00	8,340
6	Concrete Barrier	L.F.	520	\$60.00	31,200
7	Bridge	L.S.	1	\$99,784	99,784
	Bridge Design Engineering				<u>47,295</u>
	Subtotal				\$ 265,894
	Difference				\$ 224,554
	Contingency (10%)				<u>22,446</u>
	Total Costs Assigned to City				\$ 247,000

EXHIBIT B

TO

INTERGOVERNMENTAL AGREEMENT
 BETWEEN
 THE STATE OF ARIZONA,
 AND
 THE CITY OF APACHE JUNCTION

Estimated Construction Costs for Sanitary Sewer Crossings

Item No.	Description	Unit	Approx. Quantity	Price	Total
=====					
SAN MARCOS SEWER CROSSING					
1	30" Sewer Pipe	L.F.	600	\$95	\$ 57,000
2	Plugs	Each	2	\$200	400
DELAWARE SEWER CROSSING					
3	24" Sewer Pipe	L.F.	600	\$95	57,000
4	Plugs	Each	2	\$200	<u>400</u>
SUBTOTAL					\$ 114,800
ADD: Contingency (10%)					<u>11,480</u>
Total Costs Assigned to City					\$ 126,280

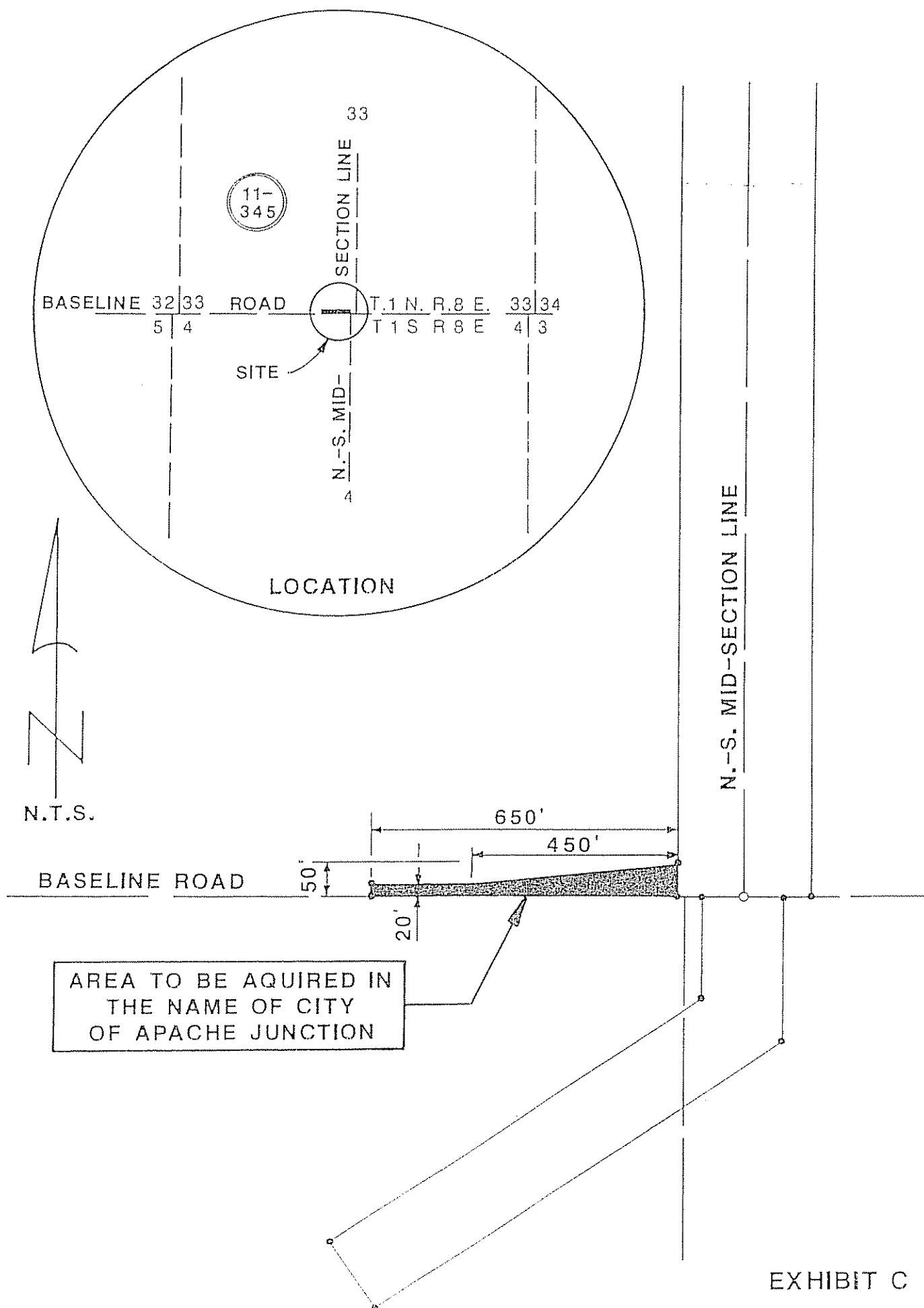



EXHIBIT "D"

APPROVAL OF THE CITY ATTORNEY

I hereby state that I have reviewed the proposed intergovernmental agreement between the State of Arizona, Arizona Department of Transportation, and the City of Apache Junction and declare the agreement to be in proper form and within the powers and authority granted under the laws of the State of Arizona.

DATED this 20th day of October, 1988.

By:


City Attorney

RESOLUTION NO. 88-06

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF APACHE JUNCTION, ARIZONA, SETTING FORTH ITS INTENT TO APPROVE THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE STATE OF ARIZONA AND THE CITY OF APACHE JUNCTION FOR THE CONSTRUCTION OF A BRIDGE ON BASELINE ROAD, WEST OF TOMAHAWK ROAD, IN THE VICINITY OF WEEKES WASH.

WHEREAS, the Arizona Department of Transportation is scheduling work for the construction of the Superstition Freeway (S.R. 360) within and adjacent to the incorporated limits of the City of Apache Junction; and

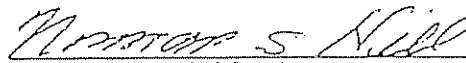
WHEREAS, the City of Apache Junction desires the Arizona Department of Transportation to construct a bridge in lieu of a depressed roadway section on Baseline Road in the vicinity of Weekes Wash; and

WHEREAS, the City of Apache Junction believes that the public interest will best be served with realizing cost savings in economies of scale and enhanced all-weather access which will result in better public response from the new City Services Annex.

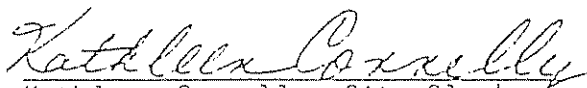
NOW, THEREFORE, be it resolved that the Mayor and City Council of the City of Apache Junction, Arizona, approve Intergovernmental Agreement IGA-87-06 to share costs for the construction of a bridge on Baseline Road, West of Tomahawk Road, in the vicinity of Weekes Wash.

PASSED this 3rd day of May, 1988, by the Mayor and City Council of the City of Apache Junction, Arizona.


SIGNED AND ATTESTED TO THIS 11TH DAY OF MAY, 1988.


Norman S. Hill, Mayor

ATTEST:


Kathleen Connelly, City Clerk

APPROVED AS TO FORM:


David F. Alexander, City Attorney

PROJECT: F-028-1-314PE, -514C

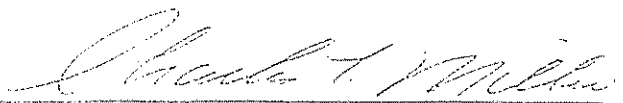
SECTION: Power Road - U.S. 60 Phase III

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RESOLUTION

BE IT RESOLVED on this 5th day of October, 1987, that I, CHARLES L. MILLER, as Director, ARIZONA DEPARTMENT OF TRANSPORTATION, have determined that it is in the best interests of the State of Arizona that the DEPARTMENT OF TRANSPORTATION, acting by and through the Highways Division, enter into an Agreement with Pinal County and the City of Apache Junction for construction of a bridge crossing Weekes wash and associated approaches at Baseline Road in conjunction with construction of roadway and drainage improvements to S.R. 360 from Ironwood Drive to its junction with U.S. 60

THEREFORE, authorization is hereby given to draft said Agreement which, upon completion, shall be submitted for approval and execution by the State Engineer.


Charles Miller, Director
Arizona Department of Transportation